

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 31**

**HARBOR DISTRIBUTING, LLC D/B/A
ALLIED CENTRAL COAST DISTRIBUTING¹**

Employer

and

Case 31-RD-270706

JULIAN MARROQUIN

Petitioner

and

**GENERAL TEAMSTERS, AIRLINE,
AEROSPACE AND ALLIED EMPLOYEES,
WAREHOUSEMEN, DRIVERS,
CONSTRUCTION, ROCK AND SAND,
LOCAL 986**

Union

DECISION AND DIRECTION OF ELECTION

On December 28, 2020,² Julian Marroquin (Petitioner) filed a representation petition (the Petition) under Section 9(c) of the National Labor Relations Act (the Act) seeking to decertify General Teamsters, Airline, Aerospace and Allied Employees, Warehousemen, Drivers, Construction, Rock and Sand, Local 986 (Union) as the exclusive collective bargaining representative of a bargaining unit of drivers (Unit) employed by Harbor Distributing, LLC d/b/a Allied Central Coast Distributing (Employer) out of its facility located in Santa Maria, California, in Santa Barbara County. There are approximately 20 employees in the Unit.

A videoconference hearing on the Petition was held on January 19, 2021, before a Hearing Officer of the National Labor Relations Board (the Board). The main issue litigated at the hearing was whether the Board's contract bar doctrine barred further processing of the Petition. The Union contends the Petition must be dismissed consistent with the Board's contract bar doctrine because the Petition was filed during the insulated period of the current collective bargaining agreement covering the Unit. The Union further argues the Petition was not properly served. The Petitioner and the Employer contend that the Petition was filed in the widow period prior to contract expiration and is, therefore, timely. The Petitioner and the Employer further

¹ At the hearing, the parties made a joint motion to amend the Petition and other formal documents to correct the name of the parties as captioned herein, and I approved that motion.

² All dates hereafter refer to 2020 unless otherwise noted.

maintain that service of the Petition was proper and that the Petition should be processed. After the conclusion of the hearing, the Petitioner and the Employer filed briefs with me.

The Board has delegated its authority in this proceeding to me under Section 3(b) of the Act. Based on the entire record in this proceeding, the briefs, and relevant Board law, for the reasons described more fully below, I find that the Petition was timely filed and properly served. Accordingly, I shall direct a mail-ballot election commencing on the earliest practicable date.³

I. RECORD EVIDENCE

The Employer operates a beverage distribution facility in Santa Maria, California. The Union represents a Unit of drivers employed at this facility, including the Petitioner. The current collective bargaining agreement covering the Unit has effective dates of February 26, 2018 to February 25, 2021.

On December 24, a Federal holiday, the Petitioner faxed the Petition to the Board's Region 31 regional office (regional office), whose territory includes Santa Maria.⁴ The Petitioner also traveled to a United Parcel Service (UPS) store in Arroyo Grande, California, and shipped a package of documents to the regional office. The Petitioner's receipt from that transaction states that he shipped, by "next day air," a package on December 24 with an "expected delivery date" of Monday, December 28. From the same location, the Petitioner also shipped to the Union's Santa Maria satellite office a package of documents addressed to Jeff Lee, a business representative with the Union.⁵ The Petitioner's receipt for this package also identifies the shipping date as December 24, the expected delivery date as December 28, and the use of next day air.

Petitioner was working on December 24, and he hand-delivered a copy of the Petition to a representative of the Employer, supervisor Jacob Main, on that date. Along with the Petition, the Petitioner also served two additional documents required by the Board on Main: a form describing representation case procedures and a statement of position form. The Petitioner's UPS receipts do not indicate what documents were included in the packages. At the hearing, the Petitioner testified that he shipped the same documents to the Union that he provided to the Employer.

On Monday, December 28, the next day the regional office was open, the regional office received both the faxed copy of the Petition and the UPS delivery. The regional office also received a certificate of service from Petitioner that indicated, in the "Service on Employer"

³ At hearing, the parties stipulated a mail-ballot election was appropriate, with the ballots mailed on a Friday. In accepting this stipulation and ordering a mail-ballot election, I note the continuing widespread nature of the Covid-19 pandemic in California. As of February 8, 2021, California's 14-day positivity rate was 5.4 percent, as reported by Johns Hopkins University & Medicine Coronavirus Resource Center and, on the same date, the State of California reported a 14.2 percent 14-day positivity rate in Santa Barbara County.

⁴ December 24 was designated a Federal holiday in 2020 by an Executive Order of the President dated December 11.

⁵ The Union notes the address included for the Union on the Petition, "208 North Broadway," is incorrect as the Union's Santa Maria office is located at 204 North Broadway. The Petitioner's receipt from the December 24 package, however, clearly identifies the correct 204 North Broadway address.

section, the Petition and other required documents were hand-delivered to Main on December 24. In the following section, “Service on the Other Party Named in the Petition,” Petitioner indicated that he sent a copy of the Petition and required documents to an unnamed party, checking the box next to “overnight mail to the address shown on the petition.” The regional office docketed the Petition on December 28, a process that included sending a copy of the Petition to Union Business Representative Lee by e-mail. The Union does not dispute that it received a copy of the Petition on December 28.

II. CONTRACT BAR DOCTRINE AND APPLICABLE RULES AND REGULATIONS

One method utilized by the Board in balancing the conflicting goals of industrial stability and employee’s freedom of choice is the so-called “contract bar” doctrine. The contract bar doctrine prevents the processing of a representation petition during the term of a collective bargaining agreement if the agreement meets certain requirements. *Hexton Furniture Co.*, 111 NLRB 342 (1955). The doctrine is intended to provide stability but at the same time allow employees an opportunity to change their bargaining representative if they wish to do so. *Roosevelt Memorial Park*, 187 NLRB 517 (1970). The burden of proving that a contract is a bar is on the party asserting the doctrine. *Id.*

A contract of less than three years is subject to the bar, and a contract of more than three years operates as a bar for as much of its term as does not exceed three years. *General Cable Corp.*, 139 NLRB 1123, 1125 (1962). In order to avoid foreclosing all opportunity to change or remove their representative, the Board does allow employees an “open period” or “window period” for the filing of petitions.⁶ *Leonard Wholesale Meats*, 136 NLRB 1000 (1962); *Deluxe Metal Furniture Co.*, 121 NLRB 995 (1958). In a non-health care setting, this period is 60 to 90 days prior to the expiration of an agreement. *Id.* However, at the conclusion of the window period, 60 days immediately preceding expiration of the agreement, an “insulated period” begins, intended to allow the parties an opportunity to negotiate and execute a new or amended agreement without the disruption of rival petitions. *Crompton Co.*, 260 NLRB 417, 418 (1982).

Regarding the mechanics of representation petition filing, in *Standard Nut and Bolt Co.*, 92 NLRB 412 (1950), the Board concluded that where the last day of a 10-day filing window for a petition fell on a Sunday, a day the Board offices were closed, a petition received on the following Monday was timely filed. *Id.* at 413, *cf. Brown Co.*, 178 NLRB 57, 57 (1969)(without addressing the *Standard Nut and Bolt* decision, the Board did not extend the deadline where 60th day prior to expiration of the contract was a Sunday, and held the petition received the following Monday was untimely).⁷ More recently, the Board has moved from a date of receipt standard to a

⁶ At various points in its adjudication, the Board has used the terms “open period” and “window period” interchangeably for the 30-day period that proceeds the insulated period. I have used the term “window period” throughout this Decision.

⁷ Section 203.86 of the Board’s Rules and Regulations, applicable at the time of the *Standard Nut and Bolt Co.* and quoted in part therein, stated:

In computing any period of time prescribed or allowed by these rules, the day of the act, event, or default after which the designated period of time begins to run, is not to be included. The last day

“postmark rule,” wherein the date of mailing a petition and not the date of receipt is used for calculation purposes. *Cargill Nutrena, Inc.*, 344 NLRB 1125, 1125 (1991), citing *John I. Hass, Inc.*, 301 NLRB 300 (1991). Subsequent revisions to the Board’s Rules and Regulations have updated the relevant sections, Sections 102.2-102.7, to fully incorporate the Board’s holding in *Cargill* and the cases cited therein regarding the postmark rule.

Section 102.2(a) of the Board’s Rules and Regulations (Rules and Regulations), *Time Computation*, states, in relevant part:

In computing any period of time prescribed or allowed by these Rules, the day of the act, event, or default after which the designated period of time begins to run is not to be included. The last day of the period so computed is to be included, unless it does not fall on a business day, in which event the period runs until the next Agency business day.

Prior to the current version of the Rules and Regulations, equivalent time computation language, including the application of the postmark rule, was contained in Section 102.111 of the Rules and Regulations.

Section 102.3 of the Rules and Regulations addresses the date of service, and Section 102.5 and its subsections address filing and service by parties. Pursuant to Section 102.5(e) of the Rules and Regulations, it is permissible to file a representation petition by fax, and that section states, in part, “[w]hen filing ... a petition in a representation proceeding ... by fax pursuant to this section, receipt of the faxed document by the Agency constitutes filing with the Agency.” Section 102.5(f) of the Rules and Regulations addresses the service by parties. That section, in relevant part, states:

Unless otherwise specified, documents filed with the Agency must be simultaneously served on the other parties to the case including, as appropriate, the Regional Office in charge of the case. Service of documents by a party on other parties may be made personally, or by registered mail, certified mail, regular mail, email (unless otherwise provided for by these Rules), private delivery service, or by fax for documents of or under 25 pages in length. ... Unless otherwise specified elsewhere in these Rules, service on all parties must be made in the same manner as that used in filing the document with the Board, or in a more expeditious manner.

Section 102.5(h) details the proof of service to be provided to the Board by a party filing the document in question, and subsection (i), *Failure to Properly Serve*, states, in full:

Failure to comply with the requirements of this section relating to timeliness of service on other parties will be a basis for either:

(1) Rejecting the document; or

of the period so computed is to be included, unless it is a Sunday of a legal holiday, in which event, the period runs until the end of the next day, which is neither a Sunday nor a legal holiday.”
Id. at 413, n. 3.

(2) Withholding or reconsidering any ruling on the subject matter raised by the document until after service has been made and the served party has had reasonable opportunity to respond.

Pursuant to Section 102.60 of the Rules and Regulations, a party filing a certification or decertification petition must also serve the other parties named in the petition with: (1) a copy of the petition, (2) a form published by the Board describing representation case procedures, and (3) a statement of position form, also published by the Board. Consistent with Section 102.5, a certificate of service demonstrating service of these documents on the other parties must also be filed with the Regional Director.

The Union, in its closing arguments at the hearing, argued the Petition must be dismissed pursuant to the Board's contract bar doctrine because: (1) the Petition was not received until December 28, during the insulated period; (2) the certificate of service does not identify the Union and contains incorrect information; and (3) the Union was not served at the same time and in the same manner as the other parties. I will address these in turn.

1. Date of Filing and Service, and the Window Period

The parties do not dispute that the Employer and the Union have a current, valid collective bargaining agreement with a final effective date of February 25, 2021. Further, there is no dispute that the regional office, closed from December 24 to December 27, did not actually receive the Petition and accompanying documents until December 28. The Union similarly did not receive its delivery until December 28. However, the Petitioner and the Employer argue that because the Petition was postmarked December 24, prior to the end of the window period, the Petition remains timely.

The primary issue in the present case is whether the Petition received by the regional office was timely. Before turning to whether the postmark rule made the Petition timely, the argument advanced by the Petitioner and the Employer, I will first consider whether the Petition was timely when it was received on December 28. In considering the timeliness of receipt of the Petition on December 28, I do not suggest that the date of receipt is the standard applied by the Board, as the Rules and Regulations clearly incorporate a postmark rule, but instead do so because there is no factual dispute the Union received the Petition on December 28. In short, disputed factual contentions become moot if the Petition was timely on December 28. I find it was.

Section 102.2(a) of the Rules and Regulations states that for purposes of calculating the timeliness of a filing with the Board, the last day of the period at issue is to be included, unless it does not fall on a business day, in which event the period runs until the next Agency business day. I find the plain reading of this section is that where, as here, the final day of the window period does not fall on a business day, the period runs until the next business day. The Board considered essentially the same language in *Standard Nut and Bolt Co.* and reached the same result. While the Rules and Regulations have been modified since that decision, I do not find they differ in substance. I note that the Board recently applied Section 102.2 in the same manner to Section 10(b) of the Act in *FCA US*, 2020 WL 5064315 (Aug. 2020), an unpublished order in

Case 07-CA-213717, *et al.* In that order, the Board held that where the Section 10(b) period concluded on a Saturday, a charge received the following Monday was timely under the operation of Section 102.2.

The same circumstances are present here. Sixty days prior to the expiration of the parties' collective bargaining agreement was Sunday, December 27. Because the final date for filing of the Petition in the window period did "not fall on a business day," pursuant to Section 102.2(a) of the Rules and Regulations, I find the final date for the timely filing and service of the Petition was December 28. Because there is no dispute the regional office received both the UPS delivery and the facsimile copy of the Petition on December 28, I find the Petitioner timely filed the Petition within the window period. Similarly, because there is no dispute the Employer received the Petition on December 24 and that the Union received the Petition on December 28, I find service of the Petition by the Petitioner on the Employer and the Union was timely.

2. Certificate of Service Does Not Identify Union and Contains Errors

The Union argues that the Certificate of Service was "insufficient" and "defective" because it did not reflect service on the Union and, accordingly, the Petition should be rejected by the Board. By this, the Union faults Petitioner for leaving the "Other Party Named in the Petition" space on the Certificate of Service blank. Although not specifically referenced by the Union, Section 102.5(h) of the Rules and Regulations does require this information, and rejecting the Petition is a possibility under Section 102.5(i)(1) of the Rules and Regulations.

The Petitioner did omit the Union's name from the "Other Party Named in the Petition" space on the certificate of service. However, it is clear from the Petition who the "other party" is, and the Petition accompanied the Certificate of Service. To the extent the Union asserts this single blank space requires rejection of the Petition, I disagree. While the Rules and Regulations may allow for rejection, I do not find it is required or an appropriate response for what is, at most, a minor error of omission, and the Union provides no authority to that end.

The Union also argues that because the Union did not receive the Petition until December 28, the Certificate of Service identifying the Union's service date as December 24 is incorrect or a misrepresentation. I do not find this argument has merit. While I do not find it necessary to rely on the postmark rule to find the Petition timely, it would be unreasonable to somehow fault the Petitioner for placing the December 24 date on the Certificate of Service; that is the date of service consistent with the Petitioner's argument. Further, assuming for the sake of argument this is an incorrect date, the Union has provided no support for its contention that an error in the supporting documentation of an otherwise timely petition would require dismissal of that petition.

To the extent the Certificate of Service contains these and other minor errors – the box checked indicating overnight service references the incorrect address listed on the Petition, but the UPS receipt clearly shows service on the Union's correct address – I find any such errors are

inconsequential and form no basis for the wholesale rejection of the Petition as the Union argues.⁸

3. The Union Was Not Served at the Same Time and in the Same Manner as the Other Parties

The Union reframes its argument regarding timeliness as an allegation that it was improperly served. The Employer was served on December 24 but because the Union did not receive the Petition until December 28, it argues the Petitioner failed to simultaneously serve, in the same manner, all parties as required by Section 102.5(f) of the Rules and Regulations. I do agree that that the plain reading of this section of the Rules and Regulations creates an ideal of simultaneous service on all parties in an identical manner. However, I disagree that the failure to meet this ideal somehow invalidates the Petition.

Here, the Petitioner attempted to serve all parties on December 24. The Petitioner was working and had the ability to hand-deliver the Petition to the Employer. The regional office was closed, and the Petition could not be hand-delivered, even if the Petitioner could travel to the regional office. Accordingly, the Petitioner went to the UPS facility and sent a copy to the regional office and the Union by next day air, the same method of service. Requiring the Petitioner to wait until December 28 to hand-deliver the Petition to the Employer is not a reasonable interpretation of the requirements of the Rules and Regulations. To somehow interpret Section 102.5(f) as invalidating service under these circumstances would entirely elevate form over substance. Absent any authority dictating dismissal, I do not find the Union's argument compelling.

Similarly, I do not find the failure to send a facsimile copy of the Petition to the Union on December 24 invalidates service in a material way when valid service was made on the Union on December 28, the date the regional office received the facsimile copy of the Petition. Moreover, I note that the Petitioner essentially complied with Section 102.5(f) of the Rules and Regulations' requirement that "[u]nless otherwise specified elsewhere in these Rules, service on all parties must be made in the same manner as that used in filing the document with the Board, or in a more expeditious manner." This is so because, given that the regional office was closed from December 24 through December 27, the UPS delivery of the Petition on the Union on December 28 was as expeditious as the regional office's receipt of the facsimile copy of the Petition on December 28; that the hand-delivery of the Petition on the Employer on December 24 was more expeditious does not run afoul of this portion of Section 102.5(f) as it specifically allows for a "more expeditious manner" of service on a party. Accordingly, the failure to serve the Union by facsimile is a non-issue.

III. CONCLUSIONS AND FINDINGS

Based upon the entire record in this matter and in accordance with the discussion above, I conclude and find as follows:

⁸ I note that to the extent that the Union raised or noted at the hearing that the Petitioner did not serve a copy of the Certificate of Service on the Union, the Rules and Regulations do not require service of the Certificate of Service on the parties, only filing of the same with the Board.

1. The Hearing Officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.
2. The parties stipulated and I find that the Employer is engaged in commerce within the meaning of Section 2(6) of the Act, and it will effectuate the purposes of the Act to assert jurisdiction herein.⁹
3. The parties stipulated and I find that the Union is a labor organization within the meaning of Section 2(5) of the Act and claims to represent certain employees of the Employer.
4. I find there is no contract bar to this proceeding as the Petitioner timely filed and served the Petition within the applicable window period. I also find there is no other bar to this proceeding.
5. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.
6. I find that the following employees of the Employer constitute a unit (the Unit) appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

Included: All full-time and regular part-time drivers employed by the Employer at or out of its facility located at 815 South Blosser Road, Santa Maria, CA 93458.

Excluded: All other employees, including clerical employees, warehouse employees, merchandisers, and sales representatives, confidential employees, guards, and supervisors as defined in the National Labor Relations Act, as amended.

Thus, for the reasons detailed above, I will direct a mail-ballot election in the Unit above, which includes approximately 20 employees.

DIRECTION OF ELECTION

The National Labor Relations Board will conduct a secret ballot election among the employees in the Unit found appropriate above. Employees will vote whether or not they wish to

⁹ The Employer, Harbor Distributing, L.L.C d/b/a Allied Central Coast Distributing, a Delaware limited liability company, with an office and place of business in Santa Maria, California, is engaged in the business of beer distribution. During the past 12 months, a representative period, the Employer derived gross revenues in excess of \$250,000. During the same period, the Employer purchased and received at its Santa Maria, California facility goods valued in excess of \$50,000 directly from points outside the State of California.

be represented for purposes of collective bargaining by **GENERAL TEAMSTERS, AIRLINE, AEROSPACE AND ALLIED EMPLOYEES, WAREHOUSEMEN, DRIVERS, CONSTRUCTION, ROCK AND SAND, LOCAL 986.**

A. Election Details

For the reasons I have explained above, consistent with the parties' stipulation, the election will be conducted by mail.

The ballots will be mailed to employees employed in the appropriate collective-bargaining unit at **5:00 p.m. on Friday, February 26, 2021**. Ballots will be mailed to voters by the National Labor Relations Board, Region 31. Voters must sign the outside of the envelope in which the ballot is returned. Any ballot received in an envelope that is not signed will be automatically void.

Those employees who believe that they are eligible to vote and did not receive a ballot in the mail by **Friday, March 5, 2021**, as well as those employees who require a duplicate ballot, should communicate immediately with the National Labor Relations Board by calling the Region 31 Office at (310) 235-7352.

The returned ballots must be received by the Region 31 office by **5:00 p.m. on Friday, March 19, 2021**. All ballots will be commingled and counted by the Region 31 office at **2:00 p.m. on Tuesday, March 23, 2021**. In order to be valid and counted, the returned ballots must be received by the Region 31 office prior to the counting of the ballots. The parties will be permitted to participate in the ballot count, which may be held by videoconference. If the ballot count is held by videoconference, a meeting invitation for the videoconference will be sent to the parties' representatives prior to the count. No party may make a video or audio recording or save any image of the ballot count.

B. Voting Eligibility

Eligible to vote are those in the Unit who were employed during the payroll period ending **Saturday, February 6, 2021**, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off.

Employees engaged in an economic strike, who have retained their status as strikers and who have not been permanently replaced, are also eligible to vote. In addition, in an economic strike that commenced less than 12 months before the election date, employees engaged in such strike who have retained their status as strikers but who have been permanently replaced, as well as their replacements, are eligible to vote. Unit employees in the military services of the United States may vote by mail as described above.

Ineligible to vote are (1) employees who have quit or been discharged for cause since the designated payroll period; (2) striking employees who have been discharged for cause since the strike began and who have not been rehired or reinstated before the election date; and (3)

employees who are engaged in an economic strike that began more than 12 months before the election date and who have been permanently replaced.

C. Voter List

As required by Section 102.67(l) of the Board's Rules and Regulations, the Employer must provide the Regional Director and parties named in this Decision a list of the full names, work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available home and personal cell telephone numbers) of all eligible voters.

To be timely filed and served, the list must be *received* by the Regional Director and the parties by **February 11, 2021**. The list must be accompanied by a certificate of service showing service on all parties. **The Region will no longer serve the voter list.**

Unless the Employer certifies that it does not possess the capacity to produce the list in the required form, the list must be provided in a table in a Microsoft Word file (.doc or docx) or a file that is compatible with Microsoft Word (.doc or docx). The first column of the list must begin with each employee's last name and the list must be alphabetized (overall or by department) by last name. Because the list will be used during the election, the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at www.nlr.gov/what-we-do/conduct-elections/representation-case-rules-effective-april-14-2015.

The list must be filed electronically with the Region and served electronically on the other parties named in this Decision. The list must be electronically filed with the Region by using the E-filing system on the Agency's website at www.nlr.gov. Once the website is accessed, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions.

Failure to comply with the above requirements will be grounds for setting aside the election whenever proper and timely objections are filed. However, the Employer may not object to the failure to file or serve the list within the specified time or in the proper format if it is responsible for the failure.

No party shall use the voter list for purposes other than the representation proceeding, Board proceedings arising from it, and related matters.

D. Posting of Notices of Election

Pursuant to Section 102.67(k) of the Board's Rules, the Employer must post copies of the Notice of Election in conspicuous places, including all places where notices to employees in the Unit found appropriate are customarily posted. English and Spanish-language versions of the Notice of Election will be sent by the Region separately. The Notice must be posted so all pages of the Notice are simultaneously visible. In addition, if the Employer customarily communicates

electronically with some or all of the employees in the Unit found appropriate, the Employer must also distribute the Notice of Election electronically to those employees. **The Employer must post copies of the Notice at least 3 full working days prior to 12:01 a.m. of the day of the election and copies must remain posted until the end of the election.** For purposes of posting, working day means an entire 24-hour period excluding Saturdays, Sundays, and holidays. However, a party shall be estopped from objecting to the nonposting of notices if it is responsible for the nonposting, and likewise shall be estopped from objecting to the nondistribution of notices if it is responsible for the nondistribution.

Failure to follow the posting requirements set forth above will be grounds for setting aside the election if proper and timely objections are filed.

RIGHT TO REQUEST REVIEW

Pursuant to Section 102.67 of the Board's Rules and Regulations, a request for review may be filed with the Board at any time following the issuance of this Decision until 10 business days after a final disposition of the proceeding by the Regional Director. Accordingly, a party is not precluded from filing a request for review of this Decision after the election on the grounds that it did not file a request for review of this Decision prior to the election. The request for review must conform to the requirements of Section 102.67 of the Board's Rules and Regulations.

Pursuant to Section 102.5(c) of the Board's Rules and Regulations, a request for review must be filed by electronically submitting (E-Filing) it through the Agency's web site (www.nlr.gov), unless the party filing the request for review does not have access to the means for filing electronically or filing electronically would impose an undue burden. To E-File the request for review, go to www.nlr.gov, select E-File Documents, enter the NLRB Case Number, and follow the detailed instructions. If not E-filed, the request for review should be addressed to the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570-0001, and must be accompanied by a statement explaining why the filing party does not have access to the means for filing electronically or filing electronically would impose an undue burden. Section 102.5(e) of the Board's Rules and Regulations does not permit a request for review to be filed by facsimile transmission. A party filing a request for review must serve a copy of the request on the other parties and file a copy with the Regional Director. A certificate of service must be filed with the Board together with the request for review.

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Harbor Distributing, LLC d/b/a
Allied Central Coast Distributing
Case 31-RD-270706

Neither the filing of a request for review nor the Board's granting a request for review will stay the election in this matter unless specifically ordered by the Board. If a request for review of a pre-election decision and direction of election is filed within 10 business days after issuance of the decision and if the Board has not already ruled on the request and therefore the issue under review remains unresolved, all ballots will be impounded. Nonetheless, parties retain the right to file a request for review at any subsequent time until 10 business days following final disposition of the proceeding, but without automatic impoundment of ballots.

Dated at Los Angeles, California this 9th day of February 2021.



Mori Rubin, Regional Director
National Labor Relations Board, Region 31
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Los Angeles, CA 90064-1753